

CITY OF KANKAKEE

RESOLUTION NO. 2022 - __

**RESOLUTION OF THE CITY OF KANKAKEE AUTHORIZING THE EXECUTION
OF THE LAB OPERATORS LOCAL NUMBER 399 COLLECTIVE BARGAINING
AGREEMENT FOR THE ENVIRONMENTAL SERVICES UTILITY DEPARTMENT**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF KANKAKEE
THIS 22ND DAY OF FEBRUARY, 2022**

**Published in pamphlet form by authority
of the City Council of the City of Kankakee,
Kankakee County, Illinois, this 22nd day of February, 2022**

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RESOLUTION OF THE CITY OF KANKAKEE AUTHORIZING THE EXECUTION OF THE LAB OPERATORS LOCAL NUMBER 399 COLLECTIVE BARGAINING AGREEMENT FOR THE ENVIRONMENTAL SERVICES UTILITY DEPARTMENT

WHEREAS, the City of Kankakee (the "City") is an Illinois home rule municipality duly formed and incorporated in accordance with the Constitution and laws of the State of Illinois; and

WHEREAS, certain members of the City's Department of Environmental Services Utility ("ESU") are members of the Lab Operators Local Number 399 ("Local 399"), which acts as bargaining agent for them;

WHEREAS, the City and Local 399 previously entered into a Collective Bargaining Agreement, which expired;

WHEREAS, Local 399 has tendered a proposed Collective Bargaining Agreement for the Lab Operators for approval by the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KANKAKEE, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:

Section 1: The City Council hereby finds that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

Section 2: The Collective Bargaining Agreement with Lab Operators Local Number Local 399 is approved.

Section 3: If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: In the event that any provision or provisions, portion or portions, or clause of clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

Section 5: The City Clerk is hereby directed to publish this Resolution in pamphlet form.

Section 6: This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law

Intentionally Blank

ADOPTED by the City Council of the City of Kankakee, Kankakee County, Illinois this 22nd day of February, 2022, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
PRUDE				
MALONE-MARSHALL				
O'BRIEN				
BARON				
CRAWFORD				
OSENGA				
MARCZAK				
SWANSON				
LEWIS				
NEVAREZ				
JOHNSON				
COBBS				
JONES				
BROWN				
MAYOR CURTIS				
TOTAL				

APPROVED by the Mayor of the City of Kankakee, Kankakee County, Illinois on this 22nd day of February, 2022.

CHRISTOPHER W. CURTIS
Mayor

ATTEST: _____
STACY GALL, City Clerk

)

)

CONTRACT

IUOE LAB

SERVICES

MAY 1, 2021

THROUGH

APRIL 30, 2024

WORK AGREEMENT

THIS AGREEMENT is entered into by and between City of Kankakee, Illinois, "City" and INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 399 (AFL-CIO), "Union".

In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree, as follows.

RECOGNITION AND JURISDICTION

The City hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages hours and all other terms and conditions of employment of all employees in the bargaining unit. The bargaining unit shall include all Laboratory Analysts employed by the City of Kankakee as certified by the Illinois Labor Relations Board, Case No. S-RC-08-117. The bargaining unit will be responsible for all work that has been traditionally and historically performed by Laboratory Analysts.

SECTION 1 STRIKES AND LOCKOUTS

A. No Strike

The Union, its officers and agents agree that it will not call, have or participate in any strike or lockout for any reason at any time, so that the health, safety, comfort and general well-being of the citizens of the City shall be protected. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this agreement and direct them to return to work.

B. No Lockout

The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

SECTION 2- UNION MEMBERSHIP AND CHECKOFF

Section 2.1 Dues Checkoff

While this Agreement is in effect, the City will deduct from each employee's paycheck once each month, the uniform, regular monthly Union dues for each employee in the bargaining unit who has filed with the City a lawful, voluntary, effective check off authorization form. The form shall be provided by the Union and approved by the City. The City will honor all executed check off authorization forms received not later than fifteen (15) working days (i.e., days the City's administrative offices are open) prior to the

next deduction date. If a conflict exists between the check off authorization form and this Article, the terms of this Article and Agreement control.

The City shall remit total deductions collected for each calendar month to the Treasurer of the Union, together with a list of employees for whom deductions have been made not later than the tenth (10th) day of the following month. The Union agrees to refund to the employee(s) any amounts paid to the Union in error on account of this dues deduction provision.

The check-off authorization shall remain in effect unless it is revoked in writing in accordance with the revocation provisions contained in the authorization card. The Union shall notify the Employer of any revocations no later than the first day of the month following the month in which it receives notice that the card is revoked.

Dues shall be withheld and remitted to the Treasurer of the Union unless or until such time as the City receives a timely Notice of Revocation of Dues Check Off from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Treasurer of the Union, and this action will discharge the City's only responsibility with regard to such cases

The actual dues amount to be deducted shall be certified to the City by the Treasurer of the Union and shall be uniform in dollar amount or based on a uniform rule or formula for each employee in order to ease the Employer's burden of administering this provision. The Union will give the City forty-five (45) days' notice of any such change in the amount of uniform dues to be deducted.

Section 2.2 Union Indemnification

The Union shall indemnify, defend, and hold harmless the City and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If any improper deduction is made, the Union shall refund directly to the employee(s) any such amount.

SECTION 3 - SUBLETTING OF WORK

The Union agrees that its members who are employed by the City shall obey all orders of those in authority, and they shall perform all work that has been traditionally and historically the work of employees in the City, and such work shall not be sublet or contracted out, without negotiating with the Union.

The traditional and historical tests conducted by the bargaining unit include the tests for the following: Alkalinity, Ammonia-Nitrogen, Biological Oxygen Demand: BOD,

Chemical Oxygen Demand: COD, Chloride, Cyanide: Total and WAD, Fecal Coliform bacteria, Hexavalent Chromium, Metals: Cd, Cu, Cr, Pb, Ni, Mn, Ag, and Zn, MLSS and MLVSS, Nitrate, Oil and Grease, pH, Phosphorus: total and reactive, Sulfates and Sulfides, Surfactants, Total and Volatile Solids, Total Suspended Solids and Volatile Acids.

The parties recognize the right of the City to stop performing any of the above tests or to contract for those tests in the event of a mechanical breakdown of the equipment used to perform the tests or in the event of a shortage of lab staff (due to an extended absence or vacancy) to perform the tests.

The parties recognize that the NPDES and Process Control tests performed by the ESU laboratory are contingent on the KRMA laboratory services agreement with the Environmental Services Utility.

The Environmental Services Utility laboratory services analyses for the Industrial User Charge program are TSS, COD, SOD, FOG, pH and the Industrial Pretreatment Analyses: metals for the local limits and categorical standard parameters.

It is understood by all parties that if the does not have a service contract/agreement renewed for various laboratory services, the need to perform that particular work identified in the contract/agreement will not be needed to be performed.

SECTION 4-AGENTS

The Union will keep the City notified of the identity of its duly authorized representative for negotiation purposes. The City will keep the Union notified of the identity of its duly authorized representative for negotiation purposes.

SECTION 5 - GRIEVANCE PROCEDURE

Grievance shall be limited to alleged violations of express and specific provisions of this Agreement. A grievance, as that term is used in this Agreement, means a claim by an employee, or the Union, that an express or specific term of this Agreement has been violated, or a question concerning the proper application or interpretation of an express or specific term of this Agreement. Neither the Union nor an employee shall use or attempt to use the grievance procedure as a means of changing, amending, modifying, supplementing or otherwise altering in any respect whatsoever this Agreement or any part hereof. Should a grievance arise, it shall be handled in the following manner:

STEP 1: A grievance shall be submitted in writing stating the grounds for the allegation of contract violation and shall be signed by the person or persons making said grievance. Said writing shall be submitted to the Assistant Superintendent of Laboratory Services within five (5) days of the occurrence of the alleged violation of this Agreement. The Assistant Superintendent must respond in writing.

STEP 2: If no agreement can be reached within three (3) days of the presentation, the written grievance shall be presented to the Superintendent or designated representative two (2) days thereafter. The grievant(s), the union representatives and the Superintendent will meet in an attempt to settle the grievance. If the grievance remains unsettled, the Superintendent will respond in writing.

STEP 3: If no agreement can be reached within seven (7) days of the receipt of the Superintendent's written response from STEP 2, the grievance shall be submitted to the Mayor within five (5) days of expiration of said seven (7) day period.

STEP 4: When a grievance is submitted to the Mayor pursuant to STEP 3 of this grievance procedure, The Mayor shall reply in writing within twenty-one (21) days. Waiver of this time limit must be by agreement of all parties concerned.

STEP 5: If the grievance is not adjusted in STEP 4, the grievance shall be referred for arbitration by written request made within fifteen (15) days of the Mayor's reply.

Arbitration will be performed as follows:

- (a) City and Union shall each strike two (2) names from the list of five (5) from the Federal Mediation and Conciliation Service (FMCS). The name remaining shall be the Arbitrator.
- (b) The Arbitrator shall review the grievance and the information and decision rendered at the various steps of the grievance procedure. The Arbitrator shall confer with the parties to the grievance as necessary and may hold a hearing at his option. The scope of the hearing shall be at the sole discretion of the Arbitrator. The hearing shall only be open to all parties in interest.
- (c) The Arbitrator shall issue his decision not later than sixty (60) calendar days from the date closing of any conference or hearing, if necessary, or if no conference or hearing are required then from the date the final grievance documents are submitted to the arbitrator.
- (d) The decision of the Arbitrator shall be in writing, and shall set forth the finding of fact, reasoning and conclusions of the issues submitted.
- (e) The decision of the Arbitrator shall be binding to the parties concerned in the grievance,
- (f) The cost of the Arbitrator shall be borne equally by the Union and the City of Kankakee.
- (g) If the Arbitrator calls for meetings or hearings and these meetings cannot be held during the normal working hours of the grieved member(s), then no additional compensation or payment shall be made by the City of Kankakee to the grieved employee(s), witness, or representative of the Union.
- (h) The Arbitrator may interpret the agreement but shall have no right to ignore, add to, take from, or modify any of the provisions of this Agreement.

Any grievance not appealed to the next succeeding step in writing within the time limit specified, will be considered withdrawn and not eligible for further steps in the grievance procedure. Any grievance not answered by the City in writing within the time limits specified will be considered in favor of the grieved employee.

The time within which any act provided in this Agreement is to be done shall be computed by excluding the first day and including the last, unless the last day is Saturday or Sunday or is a holiday as defined or fixed in any statute now or hereafter enforced in this state, and then it shall also be excluded. If the day succeeding such Saturday, Sunday

or holiday is also a holiday or a Saturday or a Sunday, then such succeeding day shall also be excluded.

SECTION 6 - WAGES AND STIPENDS

Individuals who are not employed by the City of Kankakee as of the Signing of this Agreement shall not derive any benefit from this Agreement by reason of any retroactive provisions for the payment wages or other economic benefits. No bargaining unit employee on the payroll of the City as of the signing of this Agreement shall suffer any reduction in wages or benefits as a result of the signing this Agreement except as specifically set forth herein.

Lead Lab Analyst

Effective May 1, 2021	\$34.74 (10.5% wage compression)
Effective May 1, 2022	\$35.43
Effective May 1, 2023	\$36.23

Lab Analyst

Effective May 1, 2021	\$31.44 (2% increase of base pay)
Effective May 1, 2022	\$32.07 (2% increase of base pay)
Effective May 1, 2023	\$32.79 (2.25% increase of base pay)

All hourly rates hereunder shall be paid retroactive to May 1, 2021 and shall be applicable to regular time, holidays, vacations, sick time, On-Call, and overtime.

Base pay for a newly hired lab analyst will be the base pay minus 10% for a period of the probation period (probation period can be 6 to 9 months). Probation period will be determined by Management based on achieved competency of the laboratory analyst. Special Compensation for all employees with a wage rate in excess of the negotiated base wage, will be paid in accordance with Appendix B.

Lab Services	\$140.00
Class III	\$105.00
Class II	\$ 70.00
Class I	\$ 50.00

In no case shall the aggregate incentive pay exceed \$140.00 per month for any of the above groups.

The City will reimburse the employee for the cost for successfully obtaining the Certificate of Competency at each level. The day the employee uses to obtain the Certificate of Competency will be considered as a day of work. City vehicles, if available, may be used for travel necessary to obtain the Certificate of Competency from the Association of Boards of Certification.

SECTION 7- LONGEVITY

Effective May 1, 2021, all employees of the bargaining unit shall be paid as longevity for service to the City according to the following schedule:

After one (1) year until completion of five (5) years; 1% of monthly base rate.

After five (5) years until completion of ten (10) years; 2% of monthly base rate.

After ten (10) years until completion of fifteen (15) years; 4% of monthly base rate.

After fifteen (15) years until completion of twenty (20) years; 5% of monthly base rate.

After twenty (20) years until completion of twenty-five (25) years; 6% of monthly base rate.

After twenty-five (25) years until completion of thirty (30) years; 7% of monthly base rate.

After thirty (30) years until retirement; 8% of monthly base rate.

SECTION 8- VACATION AND TERMINATION PAY

No vacation allowance will be allowed until an employee has earned such vacation credit in accordance with the following provisions:

Any full-time employee in the service of the ESU for less than seven (7) years shall accrue vacation time at the rate of 6.67 hours per month; any full-time employee in the service of the ESU for seven (7) years but less than twelve (12) years shall accrue vacation time at the rate of 10 hours per month; any full-time employee in the service of the ESU for twelve (12) years but less than twenty (20) years shall accrue vacation time at the rate of 13.33 hours per month; any full-time employee in the service of the ESU for twenty (20) years or more shall accrue vacation time at the rate of 16.67 hours per month.

Requests for vacation time must be made to employee's supervisor on a Leave Request form at least one (1) week before the requested vacation time. In all cases the Superintendent shall have the right to exercise discretion in the approval of all vacation requests. This provision shall in no way interfere with the right of an employee to take his vacation during any other time of the year that he may request, providing that it meets with the approval of the Superintendent.

All earned vacation time must be taken within one (1) year of the time it is earned unless an employee directed otherwise, or such a carryover is requested in writing and is approved by the Superintendent. In such cases, vacation credit may be carried over for a limited time period. Any employee whose employment is terminated for any reason shall be paid for all accrued, unused vacation time to the date of termination. This compensation shall be paid at the time the employee receives final pay from the ESU.

When an authorized holiday falls within an employee's vacation period, he shall be compensated in time for this day at a later date with the approval of his Supervisor.

Vacation time shall be taken in periods of not less than four (4) hours.

SECTION 9 - SENIORITY AND PROBATIONARY PERIOD

A. Seniority

Seniority is the length of service in the bargaining unit as an employee of the City, provided that in the event that more than one employee has the same commencement date, then seniority as between them shall be determined by the date of employment and membership in the Illinois Municipal Retirement Fund and provided, however, that in the event more than one employee has the same commencement date in each of the preceding categories, then as between them, seniority shall be by alphabetical order, A-Z with "A" having the most senior status. Seniority within a unit shall apply for choice of vacation, layoff, call back, on-call status, vacancies on jobs and shifts.

B. Probationary Period

All new hired employees will be on a probationary status for three (3) months (90 days) from initial start date. All time served at probation shall be recognized upon successful completion for the purpose of wages, benefits and conditions of the contract.

C. Layoffs/Reorganization

During a layoff or anytime a position is eliminated, an employee can bump the least senior employee provided that the employee has more seniority and meets the minimum job requirement.

D. Call Back

After a layoff, an employee shall have call-back rights for a period of 12 months. Any employee who has more than 10 years of seniority shall have call-back rights for a period of 24 months.

SECTION 10- WORK WEEK

Employees shall work forty (40) hours per work week in not more than five (5) days. Any employee required to work beyond such employee's regularly scheduled hours in any day, shall be paid therefore and shall not be required to take compensatory time off. Work in excess of forty (40) hours in anyone (1) work week shall be paid at the rate of time and one-half (1-1/2) for all work in excess of eight (8) hours in anyone (1) day. The work week shall begin at 7:00 a.m. on Monday and end at 7:00 a.m. the following Monday.

The workday shall be a straight 8 hours per day with a one-hour break for lunch.

SECTION 11 - CALL-INS

Any employee called back to work shall receive a minimum of two (2) hours pay at one and one-half (1 1/2) times the hourly rate. An employee required to work on a scheduled day off shall receive a minimum of four (4) hours pay at straight time if the employee has been paid less than forty (40) hours in that week. If such employee has worked more than forty (40) hours in that week such employee shall be paid at the rate specified for overtime in the appropriate section of this Agreement.

SECTION 12- TUITION REIMBURSEMENT

Employees are encouraged to continue their education and training so as to enhance their job performance and improve the overall effectiveness of the Utility in completion of its duties. To this end, employees may request reimbursement of tuition, registration fees, books and supplies which are needed and are defined as such in the course syllabus for those educational and training courses taken.

Eligibility for reimbursement is subject to the following conditions:

1. The employee must request approval from the Superintendent for reimbursement prior to the enrollment in the course or program. Approval shall not be unreasonably withheld.
2. Evidence of successful course completion (passing grade) and a receipt for the course, and proof of required books and supplies must be presented prior to reimbursement.
3. A maximum reimbursement of \$750.00 per fiscal year per employee shall be allowed, but an employee may accumulate two-years reimbursement for the use during the second of the said years.

SECTION 13 -VEHICLE USE

The Utility will acquire and maintain various vehicles as necessary to perform its function. In order to allow for more efficient and effective performance of duties by Utility staff certain vehicles will be assigned to individual employees from time to time. Use of these vehicles is subject to the following conditions:

1. City vehicles are to be operated only by properly licensed Utility employees.
2. City vehicles are to be used solely for the performance of Utility business. Use of vehicles for personal business is not acceptable.
3. City vehicles should be used whenever possible when traveling on utility business out of town.
4. Fuel for vehicles should be obtained from the City pumps at DPW or with Utility credit cards when out-of-town. Use of cash or personal gas cards should be avoided.

SECTION -14- NEPOTISM

The Utility will not employ more than one (1) member of a family in a full-time position. For purposes of this policy, "family" is defined as husband or wife, parent or grandparent, brother or sister, or child of an employee, or any such relatives of an employee's present spouse.

This policy does not apply with regard to temporary employment of students and "summer help".

SECTION-15- FUNERAL LEAVE

Funeral leave up to three (3) calendar days with pay at straight time rate shall be given to an employee in the case of death in the immediate family (father, mother, spouse, child, sister, brother, mother-in-law, father-in-law, grandchildren, brother-in-law, sister-in-law, grandparents, grandparents-in-law, step-children, aunts, uncles, aunts or uncles-in-law and legal guardians or stepparents). This leave may be extended on a day-to-day basis at the discretion of the Superintendent.

SECTION - 16- JURY DUTY

The City shall compensate the employee for the difference between the pay which *such* employee would normally receive, excluding overtime, and the amount received for jury service.

SECTION-17-HOLIDAYS AND HOLIDAY PAY

A. Holidays

The following days, or the days on which they are legally observed, shall be observe holidays:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Juneteenth (effective 2022)
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day Following Thanksgiving Day
- Christmas Eve Day
- Christmas Day

Should any of the above holidays fall on a Saturday or a Sunday, that holiday shall be observed as determined by City Council. All employees shall be paid eight (8) hours at their regular rate of pay for each of the holidays mentioned above when no work is performed on those days. An employee required to work on any of the above-mentioned holidays shall be paid one and one-half (1 1/2) times such employee's rate for all hours worked. An employee scheduled to work who fails to report to work shall receive no pay. If an employee is not scheduled to work and is called in to work, the provisions of Section 11 (8) shall be applied as follows: four (4) hours of work or less shall receive holiday pay of eight (8) hours. Eight (8) hours of such holiday pay shall be credited as hours worked for the purpose of computing overtime (over forty (40) hours) with the exception of the employee who received eight hours of pay for a holiday which occurs on one (1) of such employee's regular days off.

B. Personal Time

The City shall grant three (3) days paid leave annually on May 1st of each year for an employee to transact personal business. Personal leave must be approved by the employee's supervisor. Unused personal time at the end of the fiscal year (April 30th) may not be carried over into the following fiscal year.

SECTION 18-SICK LEAVE

Sick benefits will be paid to employees under this Agreement based on a forty (40) hour work week, after one (1) month of service, as follows:

- a. One day per month, annually;
- b. In order to be eligible for a sick day the employee shall contact the City Designee prior to the shift from which he/she intends to be absent and inform the City Designee of the reasons for the necessity of a sick day. After three (3) consecutive days off the employer may require a doctor's verification of illness;
- c. Sick benefits will be paid at the employee's prevailing rate;
- d. If an employee leaves the service of the City, he/she shall be paid for his/her accumulated sick days up to one hundred twenty (120) days.
- e. If an employee under this Agreement contracts any illness or incurs any injury in the line of duty of service to the City of Kankakee, he/she may be granted a leave of absence, with pay, until a physician certifies that he/she is able to return to work; and no sick days shall be deducted.
- f. If an employee is off, after his/her sick days are depleted said employee shall then apply for a leave of absence, under the provisions of the Family Medical Leave Act.
- g. All unused sick days at the end of each fiscal year in excess of one hundred twenty days shall be paid to the employee at the rate of one day for every two days earned. The rate of pay for the excess hours shall be paid at the employee's hourly rate as of April 30th of that year.
- h. If an employee has accumulated more than one hundred twenty (120) sick days and is off more than one hundred twenty (120) days due to illness, the employee may petition the Superintendent for an extension of sick leave and the Superintendent shall give said petition its utmost consideration. Upon retirement of employment with the Utility, employees will receive full pay for accumulated unused sick time. Retirement shall refer to the

voluntary termination of employment by an employee who has reached the age of 55 and is vested with IMRF service credit.

SECTION -19- HOSPITALIZATION AND LIFE NSURANCE

A. Full-Time Employees

All full-time employees of this bargaining unit shall be eligible to participate in a health insurance plan provided by the Union. The City shall pay One Hundred Percent (100%) of the plan cost (currently \$1,161.00 per month) to the Local 399 Health and Welfare fund for each of the members of the bargaining unit for such period as that amount does not exceed Eighty Percent (80%) of the average of the monthly premium of the group family PSO rate and the monthly premium of the group family HSA rate established by the group medical insurance carrier providing insurance to the City's other full-time employees.

Effective May 1, 2022, and thereafter, the City will pay the plan cost and the HRA portion of the Local 399 Health and Welfare plan so long as the total cost (Health & Welfare plus HRA) amount does not exceed Eighty Percent (80%) of the average of the monthly premium of the group family PSO rate and the monthly premium of the group family HSA rate established by the group medical insurance carrier providing insurance to the City's other full-time employees.

In the event that the monthly cost of the health insurance plan provided by the Union exceeds Eighty Percent of the average of the monthly premium of the group family PSO rate and the monthly premium of the group family HSA rate established by the group medical insurance carrier providing insurance to the City's full-time employees, then the bargaining unit members shall be eligible to enroll in the group health insurance plan provided by the city. In such event, the City's obligation to provide premiums to the plan provided for the union shall terminate. In the event that the bargaining unit members return to the group health insurance plan provided by the City during this contract period, the City shall pay Eighty Percent (80%) of the premium cost in the bargaining group members shall pay the remaining Twenty Percent (20%).

The City shall maintain life insurance coverage in the amount of \$10,000 on each employee covered by this agreement and such insurance shall have a double indemnity provision.

SECTION-20- PENSION

All full-time employees of the City of Kankakee are and shall remain participants in the pension plans of the Illinois Municipal Retirement Fund and the Social Security Administration.

SECTION-21- CLOTHING AND EQUIPMENT PROVISIONS

The City of Kankakee will maintain and provide work uniforms, foul weather gear and gloves, safety glasses, and various other safety clothing and equipment as needed for normal operations and performance of duties.

The City will reimburse each employee for the costs of clothing required for performing his/her duties hereunder in a maximum amount of \$250 per year. The employee shall be required to provide receipts for all purchases hereunder.

SECTION. 22-DURATION OF AGREEMENT

This Agreement shall be in full force and binding between the respective parties from May 1, 2021 until midnight on April 30, 2024; provided, however, if a new contract is not signed and effective on or before the termination of this Agreement, then the parties hereto agree that each will be bound by the terms of this Agreement and will comply with the terms of this Agreement subsequent to and until a new contract is in effect.

For the duration of this Agreement, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining, whether or not discussed during negotiations or mentioned herein; provided, however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provisions of this Agreement.

SECTION 23 FAMILY LEAVE

All full-time employees of the City of Kankakee are entitled to federal Family Medical Leave Act (FMLA) benefits in accordance with the policy set forth in Executive Order No. 94-1. Any change to the Order during the term of this Agreement will be effective as of the effective date of the Order.

Any complaints with the application of the FMLA will be addressed through the appropriate governmental agency and not through the grievance process herein.

SECTION-24- RESIDENCY

The employees who are covered by this Collective bargaining agreement are not subject to any residency requirement.

SECTION- 25-SAVINGS CLAUSE

If there is any clause in this Agreement, now or in the future, which may become inconsistent with the statutes of the State of Illinois or the United States Government, said clause will be rendered void but all other clauses in this Agreement will remain in full force and effect.

SECTION-26- MANAGER'S RIGHTS

Subject to the limitations of this Agreement and applicable law, the employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the employer shall include, but not be limited to rights:

1. To determine the organization and operations of the City;
2. To set standards for the services to be offered to the public;
3. To direct the employees, including the right to assign work and overtime;
4. To hire, examine, classify, select, promote, train, transfer, assign and schedule employees;
5. To increase or reduce the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds;
6. To establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;
7. To establish, modify, combine or abolish job positions and classifications;
8. To add, delete or alter methods of operations, equipment or facilities;
9. To determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
10. To establish implement and maintain an effective internal control program;
11. To suspend, demote, discharge or take other disciplinary action against employees for just cause (probationary employees without just cause);
12. To add, delete or alter policies, procedures, rules and regulations;
13. Any other management functions as required to perform operations of the City as mandated by municipal, state or federal law.
14. Implementation of any and all of the provisions of this contract will be subject to and consonant with all federal and/or state law or Agency requirements with respect to equal employment opportunity, discrimination, affirmative action and related matter.

SECTION-27- AMBULANCE SERVICE

Any member of the bargaining unit or his immediate family who resides within the City of Kankakee shall be entitled to the use of the paramedic services of the City of Kankakee from any location within the City of Kankakee at no charge to the said employee or dependent, provided, however, that the employee shall seek reimbursement from his group insurance coverage where applicable for ambulance service and shall assign the benefits thereof to the City of Kankakee and the failure to so assign the benefits of the said group insurance shall cause a forfeiture of the benefits conferred hereunder and the employee or his immediate dependent, as the case may be, shall be liable for the reasonable value of the service rendered by the City of Kankakee.

SECTION-28- DRUG USE ORDINANCE

The Drug Use Ordinance presently in effect in the City of Kankakee is hereby adopted and the provisions thereof are incorporated by reference and are made applicable to the parties hereto.

SECTION-29-RESIDENCY INCENTIVE

The City of Kankakee will provide one-time down payment assistance in the amount of \$2,500 to any Employee who currently does not own a residence in the City of Kankakee and who purchases and resides in a residence located within the boundaries of the City of Kankakee and who resides in said residence for a period of five years. In the event that the employee moves his residence from the purchased residence, the employee shall refund 100% of the down payment assistance if he/she moves from the residence to a residence outside the boundaries of the City of Kankakee during the first two years after the purchase and will re-pay 75% if he/she moves from the residence in the third year, 50% if he/she moves in the fourth year and 25% if he/she moves the fifth year.

Bargaining unit members who live in the City of Kankakee shall receive a \$500 proratable annual stipend after the member resides in the City for a period of one year. Said stipend shall be a separate stipend and not added to base pay.

SECTION 30 DISCIPLINARY ACTIONS

Guide for Determining Unacceptable Behavior:

The City has established certain minimum standards of conduct. The following are examples of acts and practices for which disciplinary action is appropriate. The illustrations of offenses listed are not intended to be all-inclusive or represent an exhaustive list of behavior for which disciplinary action is appropriate; rather, the illustrations provide a general guide for determining unacceptable behavior.

- a. Incompetency, inefficiency, or negligence in the performance of duties.
- b. Any act which endangers the safety, health, or well-being of an employee or citizen, or which is of sufficient magnitude that the consequences cause or act to cause disruption of work or discredit the City.
- c. Possession or being under the influence of intoxicating liquor or drugs on City property, or while operating City equipment, or while performing the duties associated with the employee's position.
- d. Possession of a weapon that is not deemed job related equipment by the employee's Department Head.
- e. Making disparaging remarks to the discredit of the City or other City employees or officials.

- f. Theft or willful destruction of City property or the property of another employee.
- g. Use of City equipment, property, or material for personal use or for any other inappropriate purpose.
- h. Falsification or alteration of time sheets, personnel records, employment applications or any other City records, or providing any information known to be false.
- i. Repeated absences, tardiness, or leaving early; abuse of sick leave privileges; absence without leave.
- j. Refusal to comply with the instructions or directions of supervisors.
- k. Insubordination or breach of discipline.
- l. Discourteous treatment of the public or work associates, including abusive language.
- m. Failure to report a work-related accident, injury or illness.
- n. Violation of or failure to observe any of the requirements or provisions of this Handbook,
- o. Receipt of two or more moving violations or involvement as the at fault vehicle in two or more traffic accidents within a twelve (12) month time frame with a City owned vehicle.
- p. Seeking payment or contributions of money or distributing non-work related materials or literature while on duty or seeking such payment contributions from employees who are on duty.
- q. Engaging in sexual conduct while on duty.
- r. Committing, attempting or threatening physical violence against another employee or a member of the public while on the work site or while on duty, except in self-defense.
- s. Not cooperating in any disciplinary investigation or proceeding involving job related misconduct or alleged violation of a City ordinance, directive, regulation or law or not providing truthful information during said investigation.

- t. Any other act or failure to act which is deemed to show the employee to be an unsuitable or unfit person to be employed in the public service.

Forms of Discipline:

Oral Reprimands:

Oral reprimands will be used for minor misconduct or performance problems or for first offenses where the offense is not of a sufficiently serious nature to warrant more severe disciplinary action. An oral reprimand is the lowest level of discipline. Oral reprimands will be documented in writing and will be placed in the employee's personnel file.

Written Reprimands:

Written reprimands will be used for repeated misconduct of a minor nature or for more serious misconduct which does not warrant suspension, a reflection day, dismissal or demotion. A written reprimand is considered more serious than an oral reprimand, but less serious than a suspension, reflection day or demotion. Copies of written reprimands shall be maintained in employee personnel files.

Written Reprimand Procedure

- a. STEP 1: Any immediate supervisor may initiate a written reprimand by forwarding the reprimand to the Supervisor's Director.
- b. STEP 2: If the Director approves the written reprimand, it will be forwarded to the Human Resources Director. Once the Human Resources Director approves the written reprimand the form will be returned to the immediate supervisor. The immediate supervisor will present the reprimand, form to the employee in question and will obtain the employee's signature acknowledging receipt. If the employee refuses to sign, the immediate supervisor will note such refusal on the form.

Suspensions - Without Pay:

- a. Employees may be suspended without pay for serious misconduct or performance problems or for repeated misconduct or performance problems of a more minor nature. A suspension is considered more serious than a written reprimand, but less serious than a discharge. The rules set forth herein shall apply only to the extent they do not conflict with the Fair Labor Standards Act and regulations adopted relevant thereto.
- b. In order to formally suspend an employee without pay, a Pre-Discipline Meeting must be held.

- c. Except as provided herein, a supervisor may suspend an employee without pay with the prior approval of the Department Head.
- d. If suspension is imposed, the Human Resources Director will approve and execute the suspension without pay.
- e. The employee being suspended will be notified of the suspension and his/her appeal rights by the Human Resources Director.

Disciplinary Demotion:

- a. A disciplinary demotion will be used to punish serious misconduct, which does not warrant discharge and may be used in lieu of, or in addition to, other forms of discipline
- b. Prior to any disciplinary demotion, a Pre-Discipline Meeting may be held.
- c. A disciplinary demotion must be approved by the Department Head.
- d. If disciplinary demotion is imposed, the Human Resources Director will approve and execute the decision of the Department Head.
- e. The employee being demoted will be so notified and advised of his/her appeal rights.

Discharge:

- a. In general, discharge as a form of discipline will be used for serious misconduct or performance problems and/or repeated misconduct or performance problems of a less severe nature.
- b. Prior to any discharge, a Pre-Discipline Meeting may be held.
- c. Discharge must be approved by the Department Head.
- d. If discharge is imposed, the Human Resources Director will approve and execute the decision of the City Department Head.
- e. The employee being discharged will be so notified and advised of his/her appeal rights by the Human Resources Director.

Procedures for Emergency Situations:

In emergency situations requiring the immediate removal of an employee from the job site, the designated supervisor of the City operation, with the approval of the Director and Department Head, or his or her designee, may summarily place an employee on Administrative Leave prior to holding a Pre-Discipline Meeting. This authority will be used only in responding to those emergency situations where it is deemed to be in the best interest of the employee and the organization in the sole discretion of the Department Head. The supervisor will document the immediate suspension and will instruct the employee to report to the appropriate Director the next working day or such other date and time as deemed appropriate. After meeting with the employee, the Director may:

- a. order that the employee be suspended without pay or be terminated.
- b. order the employee to return to the job site and face further disciplinary action (i.e., suspension or termination) through the established channels. The Director should then decide on suspension or discharge and follow the appropriate procedure.
- c. order the employee return to the job site and face no further disciplinary action.
- d. place the employee on Administrative Leave for the duration to be determined.

The disciplinary procedures outlined herein are guidelines and may be modified at the sole discretion of the City Department Head when it is to be in the best interest and benefit of the City.

It is understood that progressive discipline is a tool to help employees correct their mistakes and become better employees with the exception of dishonesty, drunkenness, under the influence of an illicit or illegal substance or insubordination, an employee may be discharged without progressive discipline.

Disciplinary actions which are classified as Oral or Written Warnings/reprimands will be active for a period of 12-months from the date issued. Repeated infractions, similar in nature, which require additional disciplinary measures within the initial 12-month period will remain active at the level received for 12-months until the process is exhausted. No disciplinary actions shall be removed from the Personnel File under any circumstances.

Union Representation:

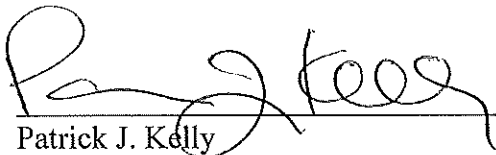
An employee may request the union representative or business agent participation at any disciplinary action meeting/conference other than oral reprimand. The employee's supervisor and/or department head will provide the union representative or business agent a copy of the disciplinary notice.

SECTION 31- ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and concludes the collective bargaining on any subject whether included in this Agreement or not for the term hereof.

For the Union:

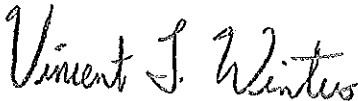
For the City:



Patrick J. Kelly
President/Business Manager



Christopher W. Curtis
Mayor



Vincent T. Winters
Recording Secretary



Stacy Gall
City Clerk

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